

action for unlawful discrimination and retaliation in violation of 42 U.S.C. § 1981 and Title VII of the Civil Rights Act of 1964, 42 U.S.C. 2000e *et seq.*

THE PARTIES

4. Plaintiff Mr. Lucas, who is African American, is an individual and a citizen of California.

5. Defendant Kohana Coffee, LLC is a Texas corporation which owns and operates the California based plant where Mr. Lucas was employed, and is a citizen of Texas.

JURISDICTION AND VENUE

6. Jurisdiction is invoked under 28 U.S.C. § 1331 because this case involves federal questions arising under Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e *et seq.* (“Title VII”), and under the Civil Rights Act of 1866, 42 U.S.C. § 1981 (“Section 1981”).

7. This action properly lies in the Northern District of California pursuant to 28 U.S.C. § 1391 in that meetings related to Mr. Lucas’ employment were held in this judicial district, records concerning Mr. Lucas’ employment are located in this judicial district, the decision to terminate Mr. Lucas’s employment was made in this judicial district, and the termination of Mr. Lucas’ employment occurred within the judicial district.

FACTS

Mr. Lucas’s Performance Was Exemplary and Met All Legitimate Expectations

8. In July 2016, Mr. Lucas began his employment as Plant Manager for Kohana where he maintained an outstanding performance record.

9. In August 2018, following the departure of the Quality Assurance Director, Mr. Lucas assumed the responsibility of the Quality Assurance Director in addition to his full-time duties as Plant Manager. Mr. Lucas new duties included directing the duties of the Compliance

action for unlawful discrimination in violation of 42 U.S.C. § 1981 and Title VII

of the Civil Rights Act of 1964, 42 U.S.C. § 2000e-2.

FACTS

Plaintiff Mr. Lucas, who is a white male, is an individual with a degree of

California

Department of Corrections (CDC) and has a reputation which is good and strong

the California based firm where Mr. Lucas was employed, which is a division of CDC.

RELEVANT FACTS AND ANALYSIS

Plaintiff is a white male, 42 U.S.C. § 1981, because this case involves a racial

discrimination claim under Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e-2.

(Title VII) and under the Civil Rights Act of 1964, 42 U.S.C. § 1981 (Section 1981).

A. This action involves the employment of Plaintiff of California numbered 12

U.S.C. § 1981 in the workplace. Plaintiff's employment was held in this judicial

district records concerning Mr. Lucas' employment was located in this judicial district. The

action to terminate Mr. Lucas' employment was made in this judicial district and the

termination of Mr. Lucas' employment occurred within the judicial district.

FACTS

Mr. Lucas' performance was exceptional and was All-Performance Awarded.

8. In July 2017, Mr. Lucas began his employment as Plant Manager for Kohlen

where he maintained an outstanding performance record.

10. In August 2018, following the departure of the Quality Assurance Director, Mr.

Lucas assumed the responsibility of the Quality Assurance Director in addition to his

duties as Plant Manager. Mr. Lucas has been doing a superb job of the company's

Specialist, such as specifying priorities for product releases by the California Department of Public Health, ensuring Safe Quality Foods (“SQF”) Compliance, and managing lab technicians who administer daily plant hygiene programs. Though the Compliance Specialist is an SQF Practitioner, all compliance activities directed by Production and Sanitation staff were under Mr. Lucas’ leadership.

10. From August of 2018 through January of 2019 all plant personnel were under Mr. Lucas’ leadership.

11. Under Mr. Lucas’ leadership in November of 2018, Kohana passed the SQF Audit with a score of 99— the highest score in the history of the plant. The SQF Audit is the most critical audit of the entire year and carries potential for shutdown if the third-party auditor discovers a major violation of food safety standards. SQF compliance is closely monitored by large retailers and multinational manufacturers or processors which demand certification of their suppliers. A SQF Certification means Kohana is qualified to supply these organizations or their suppliers, opening up a large market for Kohana’s products.

12. In order to improve efficiency, in late 2018 Mr. Lucas instituted a weekly forecasting exercise with CFO/COO to strengthen on-hand inventories to avoid out-of-stock fees, and built a check and balance system to capture orders that had been missed.

13. Specifically, Mr. Lucas focused on improving efficiency for short-term shipments to Kroger, a national grocer. Mr. Lucas oversaw the production to meet demand for a blockbuster sales campaign in December of 2018 which exceeded the entire volume purchased for the first 11 months of the fiscal year. To accomplish this feat, Mr. Lucas led the entire plant team to work marathon hours during weekdays and weekends to get 15 trucks of product shipped over a very

specialist, such as specifying activities for product reviews by the California Department of Public Health, ensuring Safe Quality Food (SQF) compliance, and managing the technicians who administer daily plant hygiene programs. Through the Compliance Specialist is an SQF Coordinator all compliance activities directed by Food Action and Sanitation staff, was under Mr. [redacted] leadership.

From August of 2018 through January of 2019 all plant personnel were under Mr. [redacted] leadership.

Under Mr. [redacted] leadership in November of 2018, Korman passed the SQF Audit with a score of 99 – the highest score in the history of the plant. The SQF Audit is the most critical audit of the entire year and serves as a benchmark for third-party auditors. It also serves as a major validation of food safety standards. SQF compliance is closely monitored by large retailers and national manufacturers processors which demand for 100% of their suppliers. A 99% certification means Korman is qualified to supply these organizations or their suppliers, opening up a large market for Korman's products.

12. In order to improve efficiency, in late 2018, Mr. [redacted] launched a weekly forecasting exercise with CHWCO to strengthen relationships and to avoid out-of-stock items and built a check and balance system to capture orders that had been missed.

13. Specifically, Mr. [redacted] focused on improving efficiency for short-term shipments to major national retailers. In late 2018, Mr. [redacted] focused on these demands for a blockbuster sales campaign in December of 2018 which exceeded the entire volume purchased for the first 11 months of the fiscal year. To accomplish this feat, Mr. [redacted] led the entire plant team to work marathon hours during weekdays and weekends to get 10 trucks of product shipped over a very

tight timeframe that required work over the Christmas and New Year's Eve holidays. All 15 trucks met the Kroger deadline.

Mr. Lucas' Employment Was Terminated for Pretextual Reasons and Was Discriminatory

14. Despite all of his accomplishments, Mr. Lucas' employment was abruptly terminated on January 10, 2019 when he was called in to meet with the HR Manager, Jack Welsh and Chief Executive Officer ("CEO") Victoria Lynden with no notice, and handed a letter stating that his position no longer met the needs of the business.

15. In the meeting, Ms. Lynden clarified that Kohana was undergoing organizational changes that consisted of the CFO/COO taking over Mr. Lucas' role.

16. Six weeks later, however, a new "Plant Director" was already working at the plant. While the job title was different, it involved the same responsibilities as Mr. Lucas's "Plant Manager" position. Moreover, the position reported directly to the CFO, just as Mr. Lucas had, and had all the same direct reports as Mr. Lucas's role.

17. The new Plant Director, Michael Pepugal, is not an African American.

18. At the time of his hire, Mr. Pepugal lacked beverage industry experience and also lacked any experience with Kohana.

19. As of January 2019 when his employment was terminated, Ms. Lucas had significant industry knowledge and experience.

20. None of Mr. Lucas' job responsibilities were assumed by the CFO/COO following the termination of Mr. Lucas' employment contrary to the representations that had been made to him at the time of his termination.

21. Following the termination of Mr. Lucas' employment, no African Americans reported to the CEO Ms. Lynden. There are currently no African Americans holding comparable

Right of return has expired with over 12 years' delay. All is

antibiotics against *Salmonella* in salmon

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that his position no longer met the needs of the business

1. In the hearing, Mrs. A. was asked whether her husband was suffering of rheumatism.

10 - Six weeks later, however, a new "Public Affairs" was already working at the office. While the job title was different, it involved the same responsibilities as the former "Public Affairs" position. However, the position reported directly to the CIO, just as the former "Public Affairs" position had.

1. The new plant (the new factory) is not an African American.

191. As of January 2011, when his employment was terminated, Mr. Lucas had a sufficient understanding of the law and was not coerced.

36. None of the listed representatives were assisted by the CIO-CCC following the termination of the contract, and no representation was made to them in the form of this termination.

Following the termination of the contract, no African Americans reported to the FBI as having been employed by the company.

level positions, including President of Sales, Vice-President of Operation, and the QA Director. Ms. Lynden terminated the employment of the only African American to report to her for what proved to be a pretextual and false reason.

22. Kohana has a demonstrated history of mistreatment of African American employees. In early 2019, a QA Manager directed an African American subordinate to “run, [‘n’-word], run.” The QA Manager went undisciplined and was given the afternoon off to watch a one-hour racial sensitivity video.

23. As a direct result of Kohana’s discriminatory conduct, Mr. Lucas has suffered damages. Accordingly, and for all of these reasons, the Plaintiff Mr. Lucas brings the following claims:

**COUNT I – Violation of the Civil Rights Act of 1866, 42 U.S.C. § 1981,
for Discrimination Based on Race or National Origin**

24. Mr. Lucas repeats and reasserts the allegations of paragraphs 1 through 23 as if fully restated herein.

25. Under 42 U.S.C. § 1981, “all persons within the jurisdiction of the United States shall have the same right in every state...to make and enforce contracts...and to the full and equal benefit of all laws...as is enjoyed by white citizens.” 42 U.S.C. § 1981(a).

26. Mr. Lucas’ employment relationship with Kohana is contractual in nature so as to invoke the rights secured by 42 U.S.C. §1981.

27. Kohana is an employer subject to § 1981 as the statute applies to all employers, including private employers as well as state and public employers. 42 U.S.C. § 1981(c).

28. Mr. Lucas is African American, making him a member of a protected class.

29. At all relevant times, Mr. Lucas met Kohana’s legitimate expectations by adequately performing all of his job duties as Plant Manager.

30. The above-described acts and omissions Kohana, including but not limited to the termination of Mr. Lucas' employment, constituted interference with Mr. Lucas' employment relationship and were all motivated by illegal race discrimination in violation of 42 U.S.C. § 1981. Mr. Lucas was meeting the reasonable expectations of Kohana, was terminated from his position with Kohana, was replaced by someone outside his protected class, and the reasons given for the termination were pretextual.

31. Kohana's conduct described herein was done with malice or reckless disregard for Mr. Lucas' federal rights under said law.

32. As a direct and proximate result of Kohana's conduct, Mr. Lucas has suffered damages, including the loss of his position with Kohana.

WHEREFORE Plaintiff Michael Lucas respectfully requests the entry of judgment in his favor and against Defendant Kohana as follows:

- A. Injunctive relief in the form of reinstatement;
- B. Compensatory damages for loss of earnings potential and emotional pain, suffering, inconvenience, mental anguish, loss of enjoyment of life, and other non-pecuniary losses;
- C. Punitive damages; and
- D. All other relief this Court deems just.

**COUNT II – Violation of Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e et seq.,
for Discrimination Based on Race or National Origin**

33. Mr. Lucas repeats and reasserts the allegations of paragraphs 1 through 32 as if fully restated herein.

34. Title VII of the Civil Rights Act provides that “[i]t shall be an unlawful employment practice for an employer...to discriminate against any individual with respect to his

10. The above-described acts of discrimination, including but not limited to the
discrimination of Mr. Lucas' employment opportunities with Mr. Lucas' employment
relationship and were all motivated by illicit race discrimination in violation of 42 U.S.C. §
1981. Mr. Lucas was receiving the reasonable accommodations of Mr. Lucas' employment from his
position with Mr. Lucas, was rejected by someone outside the protected class, and the reasons
given for the rejection were pretextual.

31. Mr. Lucas's complaint described herein was filed with Mr. Lucas on or before the filing for
the Lucas' federal right to sue law.

32. As a direct and proximate result of Mr. Lucas' complaint, Mr. Lucas has suffered
damages including the loss of his position with Mr. Lucas.

33. Mr. Lucas's complaint described herein was filed with Mr. Lucas on or before the filing for
the Lucas' federal right to sue law.

34. Mr. Lucas's complaint described herein was filed with Mr. Lucas on or before the filing for
the Lucas' federal right to sue law.

35. Mr. Lucas's complaint described herein was filed with Mr. Lucas on or before the filing for
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36. Mr. Lucas's complaint described herein was filed with Mr. Lucas on or before the filing for
the Lucas' federal right to sue law.

37. Mr. Lucas's complaint described herein was filed with Mr. Lucas on or before the filing for
the Lucas' federal right to sue law.

38. Mr. Lucas's complaint described herein was filed with Mr. Lucas on or before the filing for
the Lucas' federal right to sue law.

[or her] compensation, terms, conditions, or privileges of employment, because of such individual's race, color, religion, sex, or national origin." 42 U.S.C. § 2000e-2(a).

35. Kohana is an employer as defined under Title VII by virtue of having more than 15 employees in an industry affecting interstate commerce by its nature as a coffee distributor that distributes goods out of state.

36. Mr. Lucas is African American, making him a member of a protected class.

37. At all material times, Mr. Lucas met the Defendant's legitimate expectations by adequately performing all of his job duties as a Plant Manager.

38. Kohana discriminated against Mr. Lucas when it terminated his employment. Mr. Lucas was meeting the reasonable expectations of Kohana, was terminated from his position with Kohana, was replaced by someone outside his protected class, and the reasons given for the termination were pretextual.

39. The Defendant's conduct described herein was done with malice or reckless disregard for Mr. Lucas's rights under Title VII.

40. As a direct and proximate result of the Defendant's conduct, Mr. Lucas has suffered damages, including but not limited to, lost wages, lost benefits, loss of future employment commensurate with his experience, loss of status and self-esteem, incidental damages, great expense, and pain and suffering in the form of emotional distress, embarrassment, and humiliation.

WHEREFORE Plaintiff Michael Lucas respectfully requests the entry of judgment in his favor and against Defendant Kohana as follows:

- A. An award of damages for back pay, front pay, and other equitable relief including, but not limited to reinstatement;

- B. An award of compensatory damages for loss of earnings potential and emotional pain, suffering, inconvenience, mental anguish, loss of enjoyment of life, and other non-pecuniary losses.in an amount to be proven at trial;
- C. Punitive damages;
- D. An award of prejudgment interest; and
- E. All other relief this Court deems just.

JURY DEMAND

Plaintiff demands trial by jury on all issues so triable.

Respectfully submitted,

Dated: November 22, 2020

MICHAEL LUCAS

/s/

Plaintiff, *Pro Se*

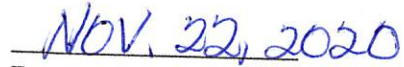
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VERIFICATION

I declare under penalty of perjury under the laws of the United States of America that the allegations set forth in the foregoing Complaint are true and correct to the best of my current personal knowledge, information and belief.



Michael Lucas



Date

RECEIVED
U.S. DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

2020 NOV 23 A 9:18
SUSAN Y. SOONG
CLERK, US DISTRICT COURT
NO. DIST. OF CA.